

Commonwealth of Virginia

REQUEST FOR APPLICATION

Issue Date: October 21, 2008

Issue Title: Consumer Operated Mental Health Programs

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: Statewide

Period of the Contract: February 1, 2009 through May 31, 2010. (Approximately 16 Months)

Renewals: Contract may be renewed for four (4) additional periods of one (1) year duration upon mutual agreement between all parties and subject to availability of funding.

Applications will be received for furnishing services described herein until:

Monday – November 24, 2008 - 1:00 PM EST

All inquiries for information shall be directed to:

Proposal Preparation and General Procedural Queries:	Dick Myers 804-786-6632
Copies of RFA:	

NOTE:

To ensure that all questions receive responses, interested vendors are requested to submit questions via facsimile to 804-786-3827 using the enclosed Form 1—Fax Back Solicitation Questions to include e-mail address, voice and fax phone numbers by no later than 3:00 pm EST on November 4, 2008.

May be obtained at www.dmhmrzas.virginia.gov Under “Quick Links” click on link to “Procurement. Then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information

All Applications shall be addressed: **DMHMRSAS, Office of Administrative Services**. If mailed through the **U.S. Mail**, send directly to **P.O. Box 1797, Richmond, VA 23218-1797**; if sent using **Overnight Express Service, Courier or Hand Delivered** send directly to **Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219**. Envelopes should be marked with RFA number and opening date and time. It is the contractor's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. The above page and this signature page **must** accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR APPLICATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Applicant Name and Address:

_____	Date: _____
_____	By: _____
_____	(Official Signature in Ink)
Telephone: _____	Printed Name: _____
FEI/FIN Number: _____	Title: _____

Fiscal Responsibility (if different from applicant):

Agency/Organization Name and Address:

_____	Date: _____
_____	Name: _____
	(Printed)
_____	By: _____
	(Signature in Ink)
Telephone: _____	Title: _____
FEI/FIN #: _____	

FAX BACK:

Your assistance is requested. Please fax back by November 3, 2008.

TO: Dick Myers – Office of Administrative Services
Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services
Richmond, Virginia 23218

FAX TO: 804-786-3827

The organization below (check any that apply):

☐ Intends to prepare and submit an application to the above referenced solicitation.

Our contact person will be: _____

Contact voice phone number is: _____

Contact fax number is: _____

Contact E-Mail Address: _____

☐ Does NOT intend to respond to the above referenced solicitation.

☐ Other message: _____

Applicant Name: _____

Person Responding: _____

Voice Phone: _____ Fax: _____

FORM 2-- Fax Back Solicitation Questions

RFA#720C-04206-09D00

No Fax Cover Sheet Is Required.

FAX BACK: Questions will be accepted through **November 10, 2008 – 5:00 PM EST**

TO: Office of Administrative Services - Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services - Richmond, Virginia 23218

FAX TO: 804-786-3827

Please record your question(s) regarding the above referenced solicitation:

Your Company:

Your Name:

Your Voice Phone:

E-Mail:

Fax Phone:

1.0 PURPOSE:

The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) is an agency of the Commonwealth of Virginia. The DMHMRSAS provides leadership and service to improve Virginia's system of quality treatment, habilitation, and prevention services for individuals and their families whose lives are affected by mental illness, intellectual disabilities, or substance use disorders. We seek to promote dignity, choice, recovery, and the highest possible level of participation in work, relationships, and all aspects of community life for these individuals. Our vision is of a consumer-driven system of services and supports that promotes self-determination, empowerment, recovery, resilience, health, and the highest possible level of consumer participation in all aspects of community life including work, school, family and other meaningful relationships.

The Agency provides services and supports through a network of 40 Community Services Boards (CSBs), which administer several hundred community mental health programs statewide, and fifteen state-operated inpatient hospitals and training centers.

Historically, mental health services in the United States have always been designed, directed and delivered by mental health professionals for the benefit of mental health consumers. With some notable exceptions, recipients of mental health services have usually not been involved in planning and managing programs or in providing services directly to other mental health consumers.

This tradition, which has excluded mental health consumers from the planning and delivery of mental health services for so long, has changed quite dramatically during recent years as more and more mental health consumers and consumer groups have been directly involved in developing and managing mental health programs and services throughout the country. The Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services strongly supports this break from tradition and has made a commitment to mental health consumers in Virginia to provide financial support for the development of mental health services and services that are designed and managed by mental health consumers. The Department currently provides support to five consumer-run programs around the state.

The Virginia General Assembly directed DMHMRSAS to allocate \$750,000 of Mental Health Block Grant funds *"for the expansion and development of consumer-directed... programs offering specialized mental health services that promote wellness, recovery and improved self-management."* The Mental Health Planning Council strongly supports consumer run programs. The actual number of awards to be made shall be determined by a review panel, based on the applications received and consistent with the most effective and efficient use of the available funding for this initiative. DMHMRSAS may fund an application at the full amount requested, or for a lesser amount at the discretion of DMHMRSAS and as negotiated.

2.0 SCOPE OF WORK:

The Grant Recipient shall provide all labor, supplies, travel and transportation to accomplish the following mandatory requirements:

- 2.1 Operate a consumer-operated and managed service or program from February 1, 2009 through May 31, 2010. The program may provide one or more of the following types of services (other types of services may also be considered in response to this RFA):

Direct Services:

- Drop in centers and other community-based recovery-oriented programs.
- Innovative or exemplary community based recovery oriented programming including consumer-developed programs, warm lines, arts programs, transportation programs, anti-stigma programs, respite centers, housing programs, and employment centers.
- Recovery education programs
- Peer outreach to traditionally underserved and hard-to-reach populations, including people not currently receiving services, and cultural & ethnic minorities.
- Other types of recovery-oriented services run by consumer-operated programs

Capacity Building & System Change:

- Infrastructure development and capacity building that leads to long-term sustainability and success for consumer-operated programs including training in program leadership, board development, program development, and other areas of nonprofit management for leaders and staff of consumer-operated programs, as well as peer-led mentorship, technical assistance, training and professional development.
- Peer-led mentorship, technical assistance, training and professional development to support the success of consumer-operated programs
- Research projects demonstrating outcomes and effectiveness of peer-run programs in Virginia, and impact on system transformation.
- Projects that include a component to educate consumers, providers, and policymakers about the value of consumer-operated programs
- Projects that expand the cultural fluency of consumer-operated programs
- Other types of infrastructure development and capacity building that leads to long-term sustainability for consumer-operated programs

In addition, priority will be given to applications that include:

- Matching funds and in-kind support (from local CSBs and/or other entities)
- Projects developed by and for minorities and culturally-diverse groups
- Evaluation plans that will demonstrate clear and measurable benefits to consumers and/or to the mental health system.
- For developing programs: a clear and detailed plan to become an independently-operated, consumer-run program.
- Education on advanced directives for consumers.
- Education on social security work incentives.

- 2.2 Develop a written description of program services, organizational and governance structure, and operating procedures.
- 2.3 Ensure that mental health consumers provide and manage services within the programs and govern the organization through a Steering Committee/Board of Directors or some other management structure. For developing programs that do not meet this requirement at the time of proposal submission, the proposal must include a clear and detailed plan and timetable for the program to become consumer-run (i.e., to be managed and governed by consumers).
- 2.4 Ensure regularly scheduled meetings of the governing/management body.
- 2.5 Explore other appropriate sources for funding available.

- 2.6 Prepare and submit quarterly progress/status and financial reports of program activities to DMHMRSAS Office of Mental Health Services, to include an annual report due September 30. The reports shall include specific accomplishments achieved during the reporting period, specific tasks completed pursuant to the provisions of the contract, and the projected completion dates for the remaining specific tasks required by the grant.
- 2.7 Prepare and present reports for the Mental Health Planning Council regarding the implementation and impact of the Grant Recipients program/services.
- 2.8 Meet with DMHMRSAS to discuss program issues and status as required and coordinate with DMHMRSAS.

3.0 REPORTING AND DELIVERY REQUIREMENTS

The Grant Recipient shall:

- 3.1 Prepare and submit quarterly status and financial reports of program activities to the DMHMRSAS Office of Mental Health Services, to include an annual report due September 30th to:

Will Ferriss
Resource Management
DMHMRSAS
P.O. Box 1797
Richmond, VA 23218-1797

and an additional copy of financial report to:

Rosanna Van Bodegom Smith
Fiscal Office
DMHMRSAS
P.O. Box 1797
Richmond, VA 23218-1797

4.0 APPLICATION PREPARATION AND SUBMISSION REQUIREMENTS

- 4.1 **SPECIFIC REQUIREMENTS OF Application:** Applications should be as thorough and detailed as possible so the evaluation team of mental health consumers and DMHMRSAS staff may properly evaluate your capabilities to provide the required services. Applications should not exceed 20 pages in length (not including Attachments). Applicants are encouraged to submit letters of support/reference with the Application. Applicants are required to submit the following items as a complete Application:

Applicants applying for New or Non Currently Funded Programs respond to items 4.1.1 through 4.1.5.

- 4.1.1 A detailed narrative of Applicant's approach in providing the program or services described herein including a narrative program description and implementation plan, and time frames

sufficiently detailed so that DMHMRSAS can evaluate the proposed programs content, depth, objectives and relevance.

- 4.1.2 Resume of key individuals who contribute 20% to the project indicating task assignments.
- 4.1.3 A detailed description of all resources and assistance or information expected to be provided by DMHMRSAS
- 4.1.4 Description of experience of Applicant in providing the services, including reference to similar projects of like scope and focus. Descriptions of experience should include scope or focus of work, audiences targeted, and duration.
- 4.1.5 A detailed financial Application/budget.

Applicants applying for enhancements to Currently Funded Programs respond to items 4.1.6 through 4.1.8.

- 4.1.6 Summary of program activities during the current funding cycle
- 4.1.7 Proposed enhancement to program service including:
 - objectives
 - need (indicators/documentation of need) for program enhancement and target audience
 - accessibility to mental health consumers
 - relationship of program/service to current program and other mental health services
 - assistance needed to implement program enhancement
- 4.1.8 A detailed financial Application/budget

- 4.2 **RFA RESPONSE:** In order to be considered for the selection, Applicants must submit a complete response to this RFA. One (1) original and five (5) copies of each Application must be submitted to DMHMRSAS. No other distribution of the Applications shall be made by the Applicant.
- 4.3 **APPLICATION PREPARATION:** Applications shall be signed by an authorized representative of the Applicant and fiscal agent, where applicable. All information requested must be submitted. Failure to submit all information requested may result in a Application being considered non-responsive and , therefore, rejected. Applications should be prepare simply and economically, providing a straightforward , concise description of capabilities to satisfy the requirements of the RFA. Emphasis should be on completeness and clarity of content. Each copy of the Application should be bound in a single copy, where practical. All documentation submitted with the Application should be bound in that single volume.
- 4.4 **ORAL PRESENTATION OF APPLICATION:** Applicants who submit a Application in response to this RFA may be required to give an oral presentation of their Application to the DMHMRSAS selection team. This will provide an opportunity for the Applicant to clarify or elaborate on the Application but will in no way change the original Application. The agency will schedule the time and location of these presentations. Oral presentations are an option of the agency and may not be conducted. Therefore, written Applications should be complete.

5.0 EVALUATION AND AWARD CRITERIA

- 5.1** Applications shall be evaluated by the review team composed of mental health consumers and DMHMRSAS staff using the following criteria:

New or Non Currently Funded Programs will be evaluated on items 5.1.1 to 5.1.5

- 5.1.1 Qualifications of the Applicant and experience related to services as described herein including :

Description of mental health consumer/group
Experience related to proposed service

- 5.1.2 Planning process including:

Description of the process
Extent of consumer involvement in program design and Application development

- 5.1.3 Proposed program service including:

Philosophy/orientation of service
Objectives
Approach and structure
Need (indicators/documentation of need) for program and target audience
Accessibility to mental health consumers
Relationship of program/service to other mental health services
Participants in governance/management
Assistance needed to implement program/service

- 5.1.4 **In addition, priority will be given to applications that include:**

Matching funds and in-kind support from local CSBs and/or other entities;
Projects developed by and for minorities and culturally-diverse groups;
Evaluation plans that will demonstrate clear and measurable benefits to consumers and/or to the mental health system;
For developing programs: a clear and detailed plan to become an independently-operated, consumer-run program;
Serving mental health/substance abuse co-occurring consumers:
Consumer run programs in areas of the state without consumer run programs.

- 5.1.5 Appropriateness and cost effectiveness of the proposed project

Currently Funded Programs will be evaluated on items 5.1.6 to 5.1.8

- 5.1.6 Summary of program activities during the current funding cycle

- 5.1.7 Proposed enhancement to program service including:

Objectives
Need (indicators/documentation of need) for program enhancement and target audience
Accessibility to mental health consumers

relationship of program/service to current program and other mental health services
Assistance needed to implement program enhancement

5.1.8 Appropriateness and cost effectiveness of the proposed enhancement

- 5.2 Award:** The review team will evaluate each Application and make recommendations regarding selection to DMHMRSAS. Selection shall be made of applicants deemed fully qualified and best suited among those submitting Applications on the basis of the evaluation factors above. Negotiations shall be conducted with the applicants so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each applicant so selected, DMHMRSAS shall select the applicants which, in its sole opinion, have made the best Applications, and shall award the grant(s). DMHMRSAS may cancel this Request for Applications or reject Applications at any time prior to an award, and is not required to furnish a statement of the reason why a particular Application was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia..) Should DMHMRSAS determine in writing and in its sole discretion that only one applicant fully qualified, or that one applicant is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that applicant. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Applicant's grant Application as negotiated.

6.0 GENERAL TERMS AND CONDITIONS

- 6.1 Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DMHMRSAS Departmental Instruction 810 (ADM) 07 applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.
- 6.2 Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- 6.3 Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts,

only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
3. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.4 Ethics in Public Contracting: By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.5 Immigration Reform and Control Act of 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

6.6 Debarment Status: By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

6.7 Antitrust: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

6.8 Mandatory Use of State Form and Terms and Conditions: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be

cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

6.9 Clarification of Terms: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

6.10 Payment:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

6.11 Precedence of Terms: Paragraphs 6.1 through 6.11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

6.12 Qualifications of Applicants: The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Applicant to perform the work and the Applicant shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Applicant's physical plant prior to award to satisfy questions regarding the Applicant's capabilities. The Commonwealth further reserves the right to reject any application if the evidence submitted by or investigations of such Applicant fails to satisfy the Commonwealth that such Applicant is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

6.13 Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

6.14 Changes to the Contract: Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. DMHMRSAS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as scope of services to be provided, reporting requirements or cost of services. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the DMHMRSAS a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DMHMRSAS's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DMHMRSAS or with the performance of the contract generally.

6.15 Default: In case of failure to deliver good or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

6.16 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence.

6.18 Drug Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

6.19 Nondiscrimination of Contractors: An applicant shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the applicant employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.0 SPECIAL TERMS AND CONDITIONS

7.1 Audit: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

7.2 Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.3 Prevailing Laws: All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. Contractor shall not receive payment for work found by the Agency

to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

- 7.4 Obligation of Applicant:** By submitting a proposal, the Applicant covenants and agrees that he/she has satisfied himself/herself, from his/her own investigation of the conditions to be met, that he/she fully understands his/her obligation and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- 7.5 Cancellation of Contract:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 7.6 Identification of Application Envelope:** The signed application should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Applicant	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

Applications may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Applications should be placed in the envelope.

- 7.7 Subcontracts:** No portion of the work shall be subcontracted without prior consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 7.8 Prime Contractor Responsibilities:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his/her best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he/she is fully responsible for the acts and omissions of his/her subcontractors and of persons employed by them as he/she is for the acts and omissions of his/her own employees.
- 7.9 Method of Payment:** The Contractor shall be paid on the basis of invoices submitted at the beginning of each month following the month services were rendered. Payment shall be a fixed monthly amount or determined according to a schedule of actual services rendered, as mutually agreed in subsequent negotiation.

7.10 Criminal History: The Purchasing Agency reserves the right to restrict activities required to provide the services only to those persons who are without criminal conviction. This restriction shall not relieve the Contractor of any requirements herein. Upon request of the Purchasing Agency, the Contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. The Purchasing Agency may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to the Purchasing Agency, its employees or clients, and may waive this restriction on a case-by-case basis.

7.11 Confidentiality and Records: The Contractor assures that information and data obtained as to personal facts and circumstances related to Purchasing Agency patients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material, in the event it is identified as Governor's Working Documents, Attorney-Client Privileged, related to procurement and contracting processes, or is otherwise exempt from Code of Virginia, Freedom of Information statutes. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials and information in the possession of the contractor, including patient medical and legal records, shall be restored or provided to the purchasing agency and electronic information and data in possession of the contractor shall be provided to the purchasing agency in digital form upon media designated by the purchasing agency and will be expunged from equipment and systems retained by the Contractor.

7.12 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA): Except as otherwise limited, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the DMHMRSAS, as specified in this RFP. In performance of any contract as a result of an award of this RFP, Contractor agrees to:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to the DMHMRSAS any use or disclosure of PHI not provided for by this Contract (Agreement) of which it becomes aware;
- Impose the same requirements and restrictions contained in this contract (amendment) on its subcontractors and agents to whom contractor provides PHI received from, or created or received by the contractor on behalf of the DMHMRSAS;
- Provide access to PHI contained in a Designated Record Set to the DMHMRSAS, in the time and manner designated by the DMHMRSAS, or at the request of the DMHMRSAS, to an individual in order to meet the requirements of 45 CFR 164.524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DMHMRSAS;
- Document and provide to DMHMRSAS information relating to disclosures of PHI as required for the DMHMRSAS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;

- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by the contractor on behalf of the DMHRMRSAS, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DMHMRSAS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164.
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- Report to DMHMRSAS any security incident of which it becomes aware.
- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of the DMHMRSAS contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use and disclose PHI received from the DMHMRSAS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

7.13 Contract Management and Administration: A primary contract manager will be appointed by the Contracting Agency who will be responsible for monitoring and evaluating the day to day activities and performance of services of the resulting contract. The contract manager may authorize minor changes to the scope and delivery of services that are not considered substantive and which do not modify in any material fashion the scope, quality or quantity of services. Only the contracting officer of the Contracting Agency may authorize changes, increases or additions to billable services under the resulting contract.

7.14 Contractual Disputes: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final

decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

- 7.15 Expansion of Target:** Throughout the original contract and any subsequent renewal, the contract resulting from this solicitation may be modified, upon mutual agreement between the Contractor and the DMHMRSAS Office of Administrative Services, to include the short term and/or long term provision of the services of other healthcare professionals.
- 7.16 Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein.
- 7.17 Renewal of Contract:** Any contract that results from this solicitation may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 120 days prior to the expiration dated of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional two-year period, the contract prices for the additional period shall not exceed the contract prices of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the Other Services expenditure Category for the latest twelve (12) period for which statistics are available.
 2. If during subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract prices for the subsequent renewal periods shall not exceed the contracts prices of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all –Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the Other Services Expenditure Category for the latest twelve (12) month period for which statistics are available.